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*Attorneys for Defendants Bank of America
Corp.; Bank of America, N.A.; Countrywide
Bank, FSB; Countrywide Fin. Corp.; and
Countrywide Homeloans, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

CITY OF LOS ANGELES, a municipal
corporation,

Plaintiff,

v.

BANK OF AMERICA
CORPORATION; BANK OF
AMERICA, N.A.; COUNTRYWIDE
FINANCIAL CORPORATION;
COUNTRYWIDE HOME LOANS; and
COUNTRYWIDE BANK, FSB,

Defendants.

Case No. 2:13-cv-09046-PA (AGRx)

**PROTECTIVE ORDER ON
STIPULATION REGARDING
CONFIDENTIAL INFORMATION**

DISCOVERY MATTER

ORDER

IT IS HEREBY ORDERED, good cause appearing, that the terms of the Stipulation Regarding Confidential Information, attached hereto as *Exhibit A*, submitted and agreed to by Plaintiff City of Los Angeles and Defendants Bank of America Corporation; Bank of America, N.A.; Countrywide Financial Corporation; Countrywide Home Loans; and Countrywide Bank, FSB, meet with the approval of the Court. The Stipulation Regarding Confidential Information is hereby adopted as the Order of the Court.

IT IS SO ORDERED.

Dated: December 16, 2014



HONORABLE ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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[Additional Counsel Listed on Signature Page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
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CITY OF LOS ANGELES, a municipal
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BANK OF AMERICA
CORPORATION; BANK OF
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FINANCIAL CORPORATION;
COUNTRYWIDE HOME LOANS; and
COUNTRYWIDE BANK, FSB,

Defendants.

Case No. 2:13-cv-09046-PA (AGRx)

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER
REGARDING CONFIDENTIAL
INFORMATION**

Complaint filed: December 6, 2013

DISCOVERY MATTER

1 In order to protect confidential information obtained from or disclosed by the
2 parties in connection with the above-captioned matter (the “Litigation”) and
3 pursuant to the Court’s authority under Federal Rule of Civil Procedure 26(c) and
4 Federal Rule of Evidence 502, the parties stipulate as follows:

5 **PURPOSES AND SCOPE**

6 1. Disclosure and discovery activity in this Litigation are likely to involve
7 production of confidential, proprietary, or private information for which special
8 protection from public disclosure and from use for any purpose other than
9 prosecuting this Litigation would be warranted. The unrestricted disclosure of such
10 information would cause undue damage to the parties and their businesses.

11 Accordingly, the parties in this action hereby stipulate to and petition the Court to
12 enter the following Protective Order. The parties acknowledge that this Order does
13 not confer blanket protections on all disclosures or responses to discovery, and that
14 the protections outlined herein extend only to the limited information or items that
15 are entitled to treatment as confidential under applicable legal principles.

16 2. *The parties further acknowledge, as set forth in ¶ 15, below, that this*
17 *Protective Order creates no entitlement to file Confidential Information under*
18 *seal.* Local 79-5.1 and California’s Pilot Project for the Electronic Submission and
19 Filing of Under Seal Documents set forth the procedures that must be followed, and
20 reflects the standards that will be applied, when a party seeks permission from the
21 Court to file material under seal.

22 3. This Order shall govern all materials produced as part of a party’s
23 Initial Disclosures under Federal Rule of Civil Procedure 26(a)(1), produced in
24 connection with this Litigation, or produced in response to any discovery request in
25 the Litigation (including, but not limited to, documents, deposition transcript,
26 interrogatory responses, and responses to requests for admission) to any party or
27 non-party subpoena; all information contained in those materials; and all copies,
28 excerpts, or summaries of those materials (collectively, “Discovery Materials”).

DESIGNATING CONFIDENTIAL MATERIAL

4. Any party or non-party may designate as confidential (by stamping the relevant page “Confidential” or as otherwise set forth herein) any Discovery Materials which that party or non-party (“Designating Party”) considers in good faith are confidential because they include any of the following: (a) sensitive nonpublic financial information or statements; (b) business or technical information (including, but not limited to, business methods or practices, business plans and records of internal deliberations and decision-making, and policies and procedures or trainings not generally published) that, if disclosed to the general public or competitors of the Designating Party, could reasonably be expected to cause harm to the Designating Party; (c) trade secrets; (d) individual personal information that is protected from disclosure under state or federal law (including "nonpublic personal information" within the meaning of the Gramm Leach Bliley Act, 15 U.S.C. § 6802, et seq. and its implementing regulations); (e) information that the Designating Party has a duty to a third person or the court to maintain confidential; (f) or confidential business or financial information subject to protection under California or federal law, or another applicable legal standard (“Confidential Information”). Where a document or response consists of more than one page, the first page and each page on which Confidential Information appears shall be so designated.

5. The Designating Party may designate information disclosed by it during a deposition or in response to written discovery as “Confidential” by so indicating in said responses or on the record at the deposition and requesting the preparation of a separate transcript of such material. Additionally the Designating Party may designate in writing, within 30 days after service of said responses or receipt of the deposition transcript for which the designation is proposed, that specific pages of the transcript and/or specific responses be treated as Confidential Information. Any other party may object to such proposal, in writing or on the record. Deposition transcripts shall be treated in their entirety as Confidential

1 Information for 30 days after receipt, unless a motion is due to be filed, in which
2 case the 30 day period expires five days prior to the motion filing deadline. If a
3 transcript is received within five days prior to a motion filing deadline, the transcript
4 shall be treated as Confidential Information until two court days prior to the motion
5 filing deadline. All parties shall affix the legend required by ¶ 4 on each page of the
6 deposition transcript designated Confidential Information at the deposition or by
7 subsequent written notice.

8 6. In the event that a party believes that any Discovery Materials produced
9 by a Designating Party contain its own Confidential information, such party (the
10 "Designating Party") may request, by notice in writing to the parties, that such
11 documents be considered Confidential under the terms of this Protective Order.
12 Absent any challenges to said request, such documents shall be considered so
13 designated. Any challenges to such designation shall follow the procedure outlined
14 below and shall in all respects be considered as if the Designating Party produced
15 the material in the first instance with the designation.

16 7. To the extent that information stored or recorded in the form of
17 electronic or magnetic media (including information, files, databases, or programs
18 stored on any digital or analog machine-readable device, computers, discs, networks
19 or tapes) ("computerized material") is produced in a native or other form such that it
20 cannot be stamped as described in the preceding paragraphs, the Designating Party
21 may designate such matter as Confidential by cover letter referring generally to such
22 matter and by labeling such media accordingly.

23 8. If it comes to a Designating Party's attention that information or items
24 that it designated for protection do not qualify for protection at all, the Designating
25 Party must promptly notify all other parties that it is withdrawing the mistaken
26 designation.

27 9. A party or non-party's inadvertent failure to timely designate any
28 Discovery Materials as Confidential Information does not waive that party's right to

1 secure protection under this Order for such material. At any time, the Designating
 2 Party may designate Discovery Materials as Confidential Information by providing
 3 written notice to the receiving party. Upon receiving notification of the designation,
 4 the receiving party must make reasonable efforts to assure that the Confidential
 5 Information is treated in accordance with the provisions of this Order going forward.

6 10. A party or non-party's failure to designate Discovery Materials as
 7 Confidential Information does not constitute forfeiture of a claim of confidentiality
 8 as to any other Discovery Materials.

9 **NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

10 11. Except with the prior written consent of the Designating Party, or as
 11 otherwise permitted pursuant to this Protective Order, Discovery Materials
 12 designated Confidential Information shall only be used for the purpose of this
 13 Litigation, the matter of *Los Angeles Unified School District v. Bank of America*
 14 *Corp. et. al.*, No. 2:14-cv-07364 (C.D. Cal.), any matter that this Court deems
 15 formally related to this action, and any related appellate proceedings (collectively,
 16 the "Relevant Litigation"), and not for any other present or future disputes,
 17 proceedings or litigation, or any other business, commercial, competitive, personal,
 18 private, public, or other purpose whatsoever. The parties may agree to permit the
 19 use of some or all of the Discovery Materials designated as Confidential Information
 20 pursuant to this Protective Order in other related litigation matters, subject to their
 21 continued protection from disclosure under the terms of this Protective Order.

22 **PERMISSIBLE DISCLOSURES**

23 12. Discovery Materials designated Confidential Information in accordance
 24 with the terms of this Protective Order shall not be disclosed to any person other
 25 than the following, and only to the extent necessary in connection with the Relevant
 26 Litigation:

27 a) counsel for the parties to the Relevant Litigation, including in-
 28 house counsel, co-counsel, and their associated attorneys, paralegals, and other

1 professional personnel provided they are assisting such counsel with the Relevant
2 Litigation; are under the supervision or control of such counsel, and who have been
3 advised by such counsel of their obligation hereunder;

4 b) persons or entities that provide litigation support services (*e.g.*,
5 photocopying; videotaping; translating; preparing exhibits or demonstrations;
6 organizing, storing, retrieving data in any form or medium; etc.) and their
7 employees and subcontractors, provided they are assisting with the Relevant
8 Litigation and are under the supervision or control of counsel for the parties to this
9 Litigation, and have been advised by such counsel of their obligation hereunder;

10 c) any officer or employee of a party, to the extent deemed
11 necessary by counsel for the prosecution or defense of the Relevant Litigation;

12 d) outside consultants or expert witnesses retained or consulted in
13 connection with the Relevant Litigation, provided that each such person shall
14 execute a copy of the certification annexed to this Protective Order as Exhibit A
15 before being shown or given any Confidential Information;

16 e) other witnesses who may testify at a deposition, hearing, or at
17 trial, provided that such witnesses shall execute a copy of the certification annexed
18 to this Protective Order as Exhibit A before being shown or given any Confidential
19 Information;

20 f) an officer before whom a deposition is taken, including
21 stenographic reports and any necessary secretarial, clerical or other personnel of
22 such officer, provided that such persons shall execute a copy of the certification
23 annexed to this Protective Order as Exhibit A before being shown or given any
24 Confidential Information;

25 g) the original authors or recipients of the Confidential Information;

26 h) the Court, court personnel and court reporters; and

27 i) any other person provided that (i) the Designating Party has
28 consented in writing to disclosure to such other person(s) and (ii) such person(s)

1 shall execute a copy of the certification annexed to this Protective Order as Exhibit
 2 A before being shown or given any Confidential Information.

3 **RESOLVING DISPUTED CLASSIFICATIONS**

4 13. Should a party wish to object to a confidential designation of any
 5 Discovery Materials (the “Objecting Party”), the Objecting Party shall notify the
 6 Designating Party in writing the basis for the dispute (“Designation Objection”). In
 7 its Designation Objection, the Objecting Party shall identify the specific Discovery
 8 Materials as to which the designation is disputed (*i.e.*, by document bates numbers,
 9 deposition transcript page and line reference, or other means sufficient to locate
 10 such materials).

11 a) Within 15 days of receiving the Designation Objection, the
 12 Designating Party and the Objecting Party shall meet and confer in good faith to
 13 attempt to resolve the dispute without involvement of the Court.

14 b) If no resolution is reached, this Order shall be without prejudice
 15 to the right of the parties (i) to bring before the Court through a jointly filed
 16 stipulation, pursuant to Local Rules 37-1 and 37-2 governing discovery disputes, at
 17 any time the question of whether any particular document or information is
 18 confidential or whether its use should be restricted or (ii) to present a motion to the
 19 Court under Fed. R. Civ. P. 26(c) for a separate protective order as to any particular
 20 document or information, including restrictions differing from those as specified
 21 herein. This Order shall not be deemed to prejudice the parties in any way in any
 22 future application for modification of this Order.

23 c) Nothing in this Protective Order shall be deemed to prevent the
 24 Designating Party from arguing for limits on the use or manner of dissemination of
 25 Discovery Materials that is found to no longer constitute Confidential Information.

26 **SUBPOENA BY OTHER COURTS OR AGENCIES**

27 14. If at any time any Confidential Information is subpoenaed by a court,
 28 administrative or legislative body, or by any other person or entity purporting to

1 have authority to require the production of such information, the person to whom the
2 subpoena is directed shall give written notice thereof to the Designating Party within
3 five days. After receipt of the notice specified under this paragraph, the person
4 seeking to maintain confidentiality shall have the sole responsibility for obtaining
5 any order it believes necessary to prevent disclosure of the Confidential Information
6 that has been subpoenaed. If the person seeking to maintain confidentiality does not
7 move for a protective order or other legal intervention within the time allowed for
8 production by the subpoena (or within such time as a court may direct or as may be
9 agreed upon between the designating person and the subpoenaing party) and give
10 written notice of such action to the subpoenaing party and the person to whom the
11 subpoena is directed, the person to whom the subpoena or other request is directed
12 may commence production in response thereto. The person to whom the subpoena
13 is directed shall not produce any Confidential Information while a motion for a
14 protective order or other legal intervention brought pursuant to this paragraph is
15 pending, or while any appeal from or request for appellate review of such motion is
16 pending, unless ordered by a court to do so.

17 **FILING DOCUMENTS UNDER SEAL**

18 15. No Confidential Information shall be filed in the public record without
19 the written permission of the Designating Party, or a court's order. The parties shall
20 comply with L.R. 79-5.1 and the procedures set forth in California's Pilot Project for
21 the Electronic Submission and Filing of Under Seal Documents.

22 16. Copies of any pleading, brief, or other Discovery Materials containing
23 Confidential Information which is served on opposing counsel shall be delivered in
24 a sealed envelope stamped:

25 **CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER**

26 and shall be treated in accordance with the provisions of this Protective Order.
27
28

CONFIDENTIAL INFORMATION AT TRIAL OR HEARINGS

17. The restrictions, if any, that will govern the use of Confidential Material at trial or hearings, will be determined at a later date by the Court, in consultation with the parties.

INADVERTANT DISCLOSURE OF CONFIDENTIAL INFORMATION

18. If a party or its counsel inadvertently discloses Confidential Information to persons who are not authorized, pursuant to this Order, to use or possess the Confidential Information, the party who inadvertently disclosed the Confidential Information shall (i) provide prompt written notice of the disclosure to the Designating Party upon learning of its inadvertent disclosure; and (ii) seek the immediate return of the Confidential Information from the unauthorized party in possession of the Confidential Information.

ACTIONS TO PROTECT PERSONALLY IDENTIFIABLE INFORMATION

19. In the event that the Court determines that there is an actual or threatened breach of this Order by the party who received Confidential Information that contains personally identifiable information, the parties agree that the Designating Party would not have an adequate remedy at law and would be entitled to specific performance, and/or injunctive relief, to prevent further disclosure of such personally identifiable information, in addition to any other remedy the party may be entitled at law or in equity.

NON-TERMINATION

20. All provisions of this Protective Order restricting the communication or use of Confidential Information shall continue to be binding after the conclusion of this Litigation. Upon the conclusion of the Litigation, including any appeals, a party in the possession of Confidential Information, other than that which is contained in pleadings, correspondence, work product, and deposition transcripts, shall either (a) return such documents no later than 60 days after conclusion of this action to counsel for the Designating Party, or (b) destroy such documents within 60 days,

1 and certify in writing to the Designating Party that the documents have been
2 destroyed. If any Confidential Information has been furnished under this Order to
3 any expert or other third-party, counsel for the party furnishing the Confidential
4 Information shall request in writing that all such Confidential Information, other
5 than that which is contained in pleadings, correspondence, work product, and
6 deposition transcripts, be returned to counsel or destroyed.

7 **MODIFICATION PERMITTED**

8 21. Nothing in this Protective Order shall prevent any party or other person
9 from seeking modification of this Protective Order.

10 **NO WAIVER OF OBJECTIONS**

11 22. Nothing in this Protective Order shall constitute a waiver of a party's
12 right to object to any Discovery Materials on any grounds or to object to the
13 admission in evidence of Discovery Materials at any motion hearing or trial.
14 Nothing in this Protective Order shall be deemed to expand or limit the permissible
15 scope of discovery in this litigation.

16 **RESPONSIBILITY OF ATTORNEYS**

17 23. The counsel for the parties are responsible for employing reasonable
18 measures, consistent with this Protective Order, to control duplication of, access to
19 and distribution of copies of Confidential Information.

20 24. The counsel for the parties are responsible for administering and
21 keeping the executed original copy of Exhibit A pursuant to ¶¶ 12(d), (f) , and (i)
22 above.

23 **NO WAIVER**

24 25. Nothing herein shall be deemed to waive any applicable privilege or
25 work product protection, or to affect the ability of a party to seek relief for an
26 inadvertent or unintentional disclosure of Discovery Materials prohibited from
27 disclosure pursuant to 31 U.S.C. § 5318 and enabling regulations including 31
28 C.F.R. § 1020.320, 12 C.F.R. § 21.11, and 12 CFR § 563.180, or protected by any

1 privilege or work product protection. Pursuant to the Court's authority under
 2 Federal Rule of Evidence 502 and any other applicable law, rule, or legal principal,
 3 the production of Discovery Materials subject to the attorney-client privilege or
 4 work-product immunity shall not waive the privilege or immunity in this proceeding
 5 or any other federal or state proceeding, either as to specific information in the
 6 Discovery Materials or as to any other information relating thereto or on the same or
 7 related subject matters, if a written request for the return of such documents or
 8 information is made promptly after the producing party learns of its production.
 9 Upon such a written request, the receiving party shall return to the producing party
 10 the Discovery Materials subject to the privilege or work-product immunity.

11 26. Nothing contained in this Protective Order and no action taken pursuant
 12 to it shall prejudice the right of any party to contest the alleged relevancy,
 13 admissibility or discoverability of Discovery Materials, whether designated
 14 Confidential Information or not.

15
 16 THE PARTIES HEREBY STIPULATE AND AGREE TO THE ABOVE TERMS.

17
 18 DATED: December 8, 2014

HAGENS BERMAN SOBOL SHAPIRO LLP

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23
24 DATED: December 8, 2014 GOODWIN PROCTER LLP

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ATTESTATION

Pursuant to C.D. Cal. Local Rule 5-4.3.4(a)(2)(ii), I, Lee M Gordon, attest that all other signatories listed, and on whose behalf the filing is submitted, concur in this filing's content and have authorized such filing.

/s/ Lee M. Gordon

Lee M. Gordon

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *City of Los Angeles v. Bank of America Corporation, et al.*, Case No. 13-CV-09046. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any matter any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order.

Date: _____

City and State: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2014, I electronically filed the foregoing document using the CM/ECF system which will send notification of such filing to the e-mail addresses registered in the CM/ECF system, as denoted on the Electronic Mail Notice List.

/s/ Andy Katz

Andy Katz